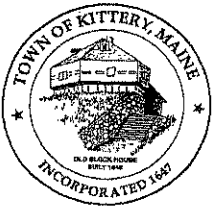


**MATERIAL LIST FOR**  
**DECEMBER 23, 2013**  
**COUNCIL AGENDA PACKETS**

1. Copy of Agenda for the 12/23/13 Regular Council meeting.
2. Copy of Report to Town Council from Supt. Of Sewer Services along with contract for IDEXX Quanti-Tray Sealer.
3. Copy of proposed amendments to Chapters 13.1, Sewer Service System and 13.2 Sewer Impact Fee.
4. Copy of application from Hobie's Grill LLC for a Victualer's license for Hobie's Grill, Super Shoes, US Route One.
5. Copy of application from Weathervane Seafoods, 31 Badger's Island West, for a Malt, Spirituous and Vinous Liquor License for Weathervane Seafoods, 306 US Route One.
6. Copy of application from David Lincoln for his appointment to the Parks Commission.
7. Copy of Economic Development Committee charge.
8. Copy of application from Gary Beers for his appointment to that Board to the Economic Development Committee.
9. Copy of MDOT Utility Location Permit application from CMP for installation of a stubbing pole on Route 1, 60 ft. northerly of the intersection of Adams Rd. and Route One.
10. Copy of Amendment #3 to Agreement for Professional Services for Engineering Services Associated with Construction of Wastewater Infrastructure Improvements.
11. Copy of Report to Council regarding the Pepperrell Pier Project.
12. Copy of Report to Council and Project Canopy Grant Application.
13. Copy of Manager's report to Town Council.



# TOWN OF KITTERY

200 Rogers Road, Kittery, ME 03904  
Telephone: (207) 475-1329 Fax: (207) 439-6806

## WORKSHOP

6:15 P.M.

The Kittery Town Council will hold a workshop with the Town Manager and Department Heads to discuss parameters for the FY '15 budget.

December 23, 2013

Kittery Town Council  
Regular Meeting Agenda  
7:00 p.m.

Council Chambers

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. Agenda Amendment and Adoption
6. Executive Session
7. Acceptance of Previous Minutes
8. Interviews for the Board of Appeals and Planning Board
9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials.
10. PUBLIC HEARINGS
  - a. (120213-1) The Kittery Town Council moves to hold a public hearing on the request of the Supt. of Sewer Services for the Manager to enter into an agreement for a four-year contract to obtain a cost savings for the IDEXX Quanti-Tray sealer for the Sewer Department
  - b. (120213-2) The Kittery Town Council moves to hold a public hearing on proposed amendments to the Kittery Town Code, Title 13, Chapters 13.1, Sewer System Service and 13.2, Sewer Impact Fee.
  - c. (120213-3) The Kittery Town Council moves to hold a public hearing on the application from Hobie's Grill LLC, 34 Pinewood Drive, Stratham, NH for a Victualer's License for Hobie's Grill, Super Shoes, U.S. Route One, Kittery.
11. DISCUSSION
  - a. Discussion by members of the public (three minutes per person)
  - b. Response to public comment directed to a particular Councilor
  - c. Chairperson's response to public comments

12. UNFINISHED BUSINESS

- a. (120113-2) The Kittery Town Council moves to approve and hereby ordains amendments to, Title 16, 16.10.9.1.4, Approved Plan Expiration and 16.5.2.4, Permit Period.
- b. (120113-3) The Kittery Town Council moves to approve and hereby ordains amendments to, Title 16, Chapter 16.11, Marine-Related Development, 16.11.1 Authority and Scope, 16.11.2, Application and 16.11.3, Shorefront Development Plan Review.

13. NEW BUSINESS

- a. Donations/gifts received for Council disposition
  - (120213-4) The Kittery Town Council moves to accept a cash donation from the "Scentsy" fundraiser, in the amount of \$100.00, for the Kittery Recreation Dept., to be deposited in Acct. #2063-43600, Kittery Community Center.
  - b. (120213-5) The Kittery Town Council moves to approve the disbursement warrants.
  - c. (120213-6) The Kittery Town Council moves to approve the renewal application from Weathervane Seafoods, 31 Badger's Island West, Kittery, for a Malt, Spirituous and Vinous Liquor License for Weathervane Seafoods, 306 Route One, Kittery.
  - d. (120213-7) The Kittery Town Council moves to appoint a representative to meet with the Chair of the Parks Commission to interview David Lincoln for his appointment to that board as a full member until May 3, 2014 (replacing Alan McDonald).
  - e. (120213-8) The Kittery Town Council moves to extend the term of the Economic Development Committee until December 31, 2015.
  - f. (120213-9) The Kittery Town Council moves to appoint a representative to meet with the Chair of the Economic Development Committee to interview Gary Beers for his appointment to that Board to fill the Business vacancy.
  - g. (120213-10) The Kittery Town Council moves to approve the DOT Utility Location Permit application from Central Maine Power for the installation of a 35/4 pole aerial guy stubbing pole on Route One, State Road, beginning approximately 60 ft. northerly at the intersection of Adams Road and Route One and extending northerly for a distance of 60 feet
  - a. h. (120213-11) The Kittery Town Council moves to authorize the Town Manager to execute Amendment #3 to the Council-approved multi-year contract (Infrastructure Improvements Final Design) with Kleinfelder Associates for Construction Phase Engineering Services in the amount of \$387,900.
  - i. (120213-12) The Kittery Town Council moves to approve the Town's match to perform work further described as Alternates #12-14 in the Pepperell Cove Town Landing Boating Infrastructure Grant authorize the Manager to use of CIP funds (#4054 Pepperell Cove Wharf & #4055 Port Authority Equipment Reserve) toward the underground utilities project at Bellamy.
  - j. (120213-13) The Kittery Town Council moves to re-appoint Heather M. Ross as Code Enforcement Officer until 12/31/14.
  - k. (120213-14) The Kittery Town Council moves to re-appoint Rochelle Bishop as Assistant Code Enforcement Officer until 12/31/14.

l. (120213-15) The Kittery Town Council moves to appoint Jessa Kellog as Assistant Code Enforcement Officer until 12/31/14.

m. (120213-16) The Kittery Town Council moves to re-appoint Heather M. Ross as the Local Plumbing Inspector until 12/31/14.

n. (120213-17) The Kittery Town Council moves to re-appoint Rochelle Bishop as an Alternate Plumbing Inspector until 12/31/14.

o. (120213-18) The Kittery Town Council moves to authorize and approve the submission of a State of Maine Project Canopy Grant application and Town match.

14. COUNCILOR ISSUES OR COMMENT
15. COMMITTEE AND OTHER REPORTS
  - a. Communications from the Chairperson
  - b. Town Manager's Report
  - c. Committee Reports
16. EXECUTIVE SESSION
17. ADJOURNMENT

Posted: December 19, 2013

## Report to Town Council

**Responsible Individuals:** George Kathios

**Date:** 12/4/2013

**Executive Summary** Request for public hearing

**Statement of need** Request permission for the Town Manager to enter into an Agreement for a four year contract to obtain a cost savings for the IDEXX Quanti-Tray Sealer.

**Background** The IDEXX Quanti-Tray Sealer is a motor driven, heated roller

**Facts Bearing** designed to seal the IDEXX Quanti-Trays. The entire procedure is for testing fecal coliform, per our National Pollutant Discharge Elimination System (NPDES) Permit.

If the unit fails, malfunctions, or ceases to operate then there is no backup to meet the NPDES Permit. The loaner exchange ensures that the sewer department will have an emergency plan in case of equipment failure.

**Current Situation** Existing loaner replacement program \$1400.00

New piece of equipment costs: \$5725.00.

**Proposed solution** Enter into an agreement with proposed company for four years.

**Rational for proposed**

**Solution** To have coverage for four years at \$750.00 (unlimited incidents) opposed to \$1400.00 per incident.

Attached: proposal

## IDEXX Sealer Care™

IDEXX Sealer Care™ is a comprehensive protection plan that ensures the Quanti-Tray® Sealer 2X is protected in the event there is a problem with the instrument. With IDEXX Sealer Care you will be in direct contact with our technical service experts, and in the event of a failure have a quality-recertified Quanti-Tray® Sealer 2X on its way to your laboratory or facility within 24 hours.

This offer is only available at the time of a Quanti-Tray Sealer 2X purchase and the coverage period is in addition to the 1-year warranty included with the Quanti-Tray Sealer 2X. Prior to the expiration of your Sealer Care coverage, you may also elect to renew your Sealer Care each year for \$400 per year.

| Coverage Options                    | Coverage Period | Point-of-Sale Price |
|-------------------------------------|-----------------|---------------------|
| IDEXX Sealer Care*<br>(95-21376-00) | 1 year          | \$300               |
|                                     | 2 years         | \$475               |
|                                     | 3 years         | \$675               |
|                                     | 4 years         | \$750               |

For sealers not under warranty or enrolled in IDEXX Sealer Care, customers may elect to buy a quality-recertified sealer or a new unit in the event of a sealer malfunction.

| Options                                       | Price   | Coverage   |
|---|---------|--|
| Quality-Recertified Sealer<br>(95-0000688-00) | \$1,400 | <ul style="list-style-type: none"> <li>• 1-year warranty</li> <li>• Option to purchase IDEXX Sealer Care</li> <li>• With exchange</li> </ul> |
| New Sealer<br>(99-10893-01)                   | \$4,200 | <ul style="list-style-type: none"> <li>• 1-year warranty</li> <li>• Option to purchase IDEXX Sealer Care</li> </ul>                          |



idexx.com/water

## IDEXX Sealer Care™ Agreement

Contact Name \_\_\_\_\_ Laboratory Name Kittery WPCF  
Address (mail) 200 Rogers Rd (Lab) 18 Dennett Rd  
City Kittery State/Province ME ZIP/Postal Code 03904  
Country USA Telephone 207 439 4646 Fax 207 439 2799  
Sealer Serial Number 11-209-07166 Purchase Order Number \_\_\_\_\_

### Coverage Options (check one):

#### IDEXX Sealer Care

##### Point of sale purchase:

1 year: \$300 ☐ 2 years: \$475 ☐  
3 years: \$675 ☐ 4 years: \$750 ☐

##### Renewal:

1 year: \$400 ☐

### Additional Options (check one):

#### IDEXX Sealer Care with Loaner

##### Point of sale purchase

1 year: \$700 ☐

##### Renewal:

1 year: \$800 ☐

This IDEXX Sealer Care agreement (this "Agreement") applies to the extended service plan offered by IDEXX Laboratories, Inc. or its nominee, referred to as we, us and our, to the customer signing below, referred to as you, for the IDEXX Quanti-Tray Sealer. By signing below, you agree to the terms of this Agreement. If we permit you to pay in installments, it is as an accommodation to you, and you agree to pay the entire fee for the service period you have elected.

**Covered Products; Modifications:** This Agreement covers only the IDEXX sealer identified by serial number above (and any replacement sealer provided under this Agreement). We will perform repair services under this Agreement at no further cost to you (and we will pay shipping costs to and from our repair facility), except in cases of improper use or mistreatment, etc. as provided below. We reserve the right to modify our service terms from time to time upon not less than 30 days notice to you.

**Our Extended Service Commitment:** Provided you have paid the service fee for the current service period, **if your equipment does not conform to our published specifications during the service period elected by you above, and unless you elect and pay for the "IDEXX Sealer Care with Loaner" option, we will replace your equipment with quality recertified equipment that is functionally equivalent or superior to the replaced equipment in performance. If you elected and paid for the "IDEXX Sealer Care with Loaner" option, we will repair your sealer with new parts or quality recertified parts that are equivalent or superior to new parts in performance.**

**Hours of Service; Service Returns:** We will provide service in accordance with our normal procedures and during our normal business hours at our service locations, except holidays. In case

of malfunction, you must first contact IDEXX Customer Support by telephone at our number provided in your product documentation. Our telephone support is available during our normal business hours, which are from 8:00 a.m. to 5:00 p.m. (ET), Monday through Friday, except holidays. Our support personnel will guide you to attempt to correct reported problems yourself. If telephone support is not successful, we will give you further instructions. We have no obligation to provide on-site service; if it is necessary to return the product, you must do so to our designated facility for examination. We will issue you a Return Authorization Number before any return. If we authorize a return, we will pay shipping costs to and from our repair facility except in cases of improper use or mistreatment, etc. as provided below in "Your Obligations; Exclusions for Improper Use, Etc." All exchanged parts and products become our property.

If you elected the standard IDEXX Sealer Care option, and we determine that you need to exchange the equipment for quality recertified equipment, we will ship you the replacement equipment by overnight delivery (if available) within 24 hours, during normal business hours, Monday-Friday, excluding holidays. You shall pack and return-ship us the malfunctioning equipment the next business day after your receipt of replacement equipment. Delayed returns are subject to daily rental charges at our then-current rate.

If you have elected the IDEXX Sealer Care with Loaner option above, we will ship you a loaner unit by overnight delivery (if available) within 24 hours, during normal business hours, Monday-Friday, excluding holidays. You shall pack and return-ship us the malfunctioning equipment the next business day after your receipt of the loaner equipment. We will ship you the repaired equipment and you shall pack and return-ship the loaner

equipment to us within two business days after your receipt of the repaired equipment. Delayed returns are subject to daily rental charges at our then-current rate.

**Your Obligations; Exclusions for Improper Use, Etc.:** You must take reasonable care of the equipment, maintain it in a clean and appropriate environment and carry out the routine maintenance recommended by us in the applicable user guide, instructions or other documentation or otherwise communicated to you from time to time. You must provide reasonable supporting data to help identify reported problems.

We cannot assure you of the performance of our products if you use them other than in strict accordance with our product instructions or if you use them on or in conjunction with products or services not provided and configured by us. **FAILURE TO USE ONLY OUR AUTHORIZED PRODUCTS OR SERVICES IN OR ON OUR PRODUCTS VOIDS THIS AGREEMENT AND OUR OBLIGATIONS TO YOU.** In addition, if your equipment is not under warranty and is not currently covered by our service plan, we may at our option inspect your equipment before we agree to provide coverage. We may charge you our then-standard rates for such inspection, and if repairs are required, we may either charge you for such repairs and replacement parts at our then-standard rates, exclude repairs to parts that have exceeded their reasonable life from service coverage, or vary your service fee accordingly. If for any period you are not covered by our service plan and wish to start or resume such coverage, resumption will be at our discretion and we may charge you the service fee for any period you were not covered.

Our service plan coverage does not cover damage resulting from any causes external to our products (which if repairable will be repaired at your expense), such as negligence or improper use or handling; casualty; external electrical fault; failure to follow packing or shipping instructions; use of unauthorized products in conjunction with our products; or repairs or modifications made by anyone other than us or our authorized service providers. We will repair normal wear-and-tear damage only to the extent required for proper functioning of equipment; cosmetic damage to equipment is not covered. If we determine that the reported problem is not covered by this Agreement, you must reimburse us for the costs of equipment shipping, and we will attempt to repair/replace the product at your cost, at our then-standard rates for such work, or return it as you instruct and at your cost; in such case you will also return any loaner or replacement equipment to us at your cost.

**Service Period; Renewal; Renewal Fees:** If you purchased IDEXX Sealer Care at the time you purchased the equipment, the service period begins upon the expiration of the relevant product warranty period and ends after the elapse of the number of years of coverage you selected on the first page of this Agreement. For other service plan purchases, including renewals, the service period begins when we receive your signed Sealer Care Agreement and ends after elapse of the number of years of coverage you selected on the first page. You may renew the service plan by notifying us prior to expiration of your current service period and paying the then current fee. We may invoice you for renewal of the service period before the current period

expires. If we do not receive payment of the service fee in accordance with our invoices to you, then we reserve the right to terminate this Agreement immediately, and we will not have any further obligations to you.

**Limitation of Damages:** We are not liable for failure to provide services due to circumstances beyond our reasonable control. **UNDER NO CIRCUMSTANCES WILL WE OR OUR LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR LOSS OF PROFIT OR USE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE OR MULTIPLE DAMAGES, INCLUDING WITHOUT LIMITATION FOR LOSS OF GOODWILL, DATA OR EQUIPMENT OR FOR BUSINESS INTERRUPTION, ARISING OUT OF THE MANUFACTURE, SALE, SUPPLY OR USE OF OUR PRODUCTS OR SERVICES OR FAILURE OR DELAY IN DELIVERING SUCH PRODUCTS OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.**

OUR ENTIRE LIABILITY FOR A PRODUCT WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE SERVICE FEE FOR THE APPLICABLE PRODUCT PAID BY YOU FOR THE MOST RECENT SIX MONTHS OF THE SERVICE PERIOD (OR THE LAST SUCH PERIOD, FOR ANY CLAIMS ARISING AFTER ALL SERVICE PERIODS).

EXCEPT AS STATED IN THIS AGREEMENT, WE AND OUR LICENSORS MAKE NO OTHER WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND THERE IS NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CARE AND SKILL, TITLE OR NONINFRINGEMENT.

**Termination:** This Agreement may be terminated by either party upon 60 days written notice to the other. If this Agreement is terminated by you, you shall not be entitled to any refund of any fee paid by you. If this Agreement is terminated by us, IDEXX shall refund to you a pro rata portion of any fee paid with respect to the initial service period or current renewal, as the case may be.

We reserve the right to refuse to provide service to you if you are in breach of this Agreement or if your account with any IDEXX company for any product or service is delinquent.

**Miscellaneous; No Assignment:** This Agreement is our entire agreement with respect to its subject matter, and it supersedes all prior oral or written agreements or statements. Any term of any purchase order or other document that you provide us that is in any way inconsistent with or in addition to the terms set forth in this Agreement will not become a part of the contract between the parties or be binding on us. Except as provided above for our right to modify service terms from time to time upon not less than 30 days' notice to you, neither party can modify this Agreement (including this paragraph) except in a written document signed by authorized representatives of both parties. You may not assign any duties, rights or claims hereunder without our prior written consent, even if you sell your equipment to another. Any such attempted assignment is void, and we will not have any obligations to you or your assignee.





**Governing Law; Venue; Waiver of Jury Trial:** This Agreement and the transactions contemplated hereby, and all related disputes between the parties under or relating to this Agreement, whether in contract, tort or otherwise, shall be governed by the laws of the State of Maine (or the Province of Ontario, for Canadian sales), without reference to conflict of laws principles, and any related legal actions must be brought in the court of appropriate jurisdiction in the State of Maine (Province of Ontario, for Canadian sales), which shall have exclusive jurisdiction (except that either of us may bring an action for an injunction or similar equitable relief against the other in any proper jurisdiction). You hereby waive any claim of lack of jurisdiction or inconvenient forum. YOU AND WE WAIVE TRIAL BY JURY IN ANY LEGAL

ACTION BY OR AGAINST US IN SUCH LEGAL ACTIONS. We each further waive any claims against the other for multiple, punitive or exemplary damages in any legal actions relating to this Agreement. The prevailing party in any such legal actions shall be entitled to an award of its reasonable legal fees and costs.

**English Language (Québec only):** The parties confirm that it is their wish that this Agreement and any other documents delivered or given pursuant to this Agreement, including notices, have been and shall be in the English language only. Les parties aux présents confirment leur volonté que cette convention de même tous les documents, y compris tous avis, s'y rattachant, soient rédigés en anglais seulement.

I acknowledge that I have received and reviewed the IDEXX Sealer Care™ Agreement and accept and agree to its conditions.

Company Name: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IDEXX Representative:  \_\_\_\_\_

Fax the Agreement to 1-207-556-4630, email [water@idexx.com](mailto:water@idexx.com), or mail to:

IDEXX Sealer Care  
Attn: Technical Services  
IDEXX Laboratories  
One IDEXX Drive  
Westbrook, Maine 04092 USA

1 **RESPONSIBLE INDIVIDUAL:** Kathios

**DATE:** 11/26/13

2  
3  
4 **Subject:** Amendment of the Town Code, Title13 - Public Services

5  
6 **Background:**

- 7  
8
  - During the 2010 recodification, some internal references in Title 13 did not get updated as
- 9 shown in Enclosure 2 and need to be corrected

10  
11  
12 **Recommendation:** Public hearing and ordainment of a revision to Town Code Titles 13, Chapters 13.1  
13 and 13.2, as presented.

14  
15 **Enclosures:**

- 16 1. Ordinance enactment
- 17 2. Title 13 amendment, Chapters 13.1 & 13.2
- 18

## REPORT TO TOWN COUNCIL - TITLE ERROR CORRECTION – 11/26/13

**AN ORDINANCE** relating to amending the Town Code Title 13 ordinance to by revision of Chapter 13.1, Section 13.1.1.2 and 13.1.1.9, and Chapter 13.2, Sections 13.2.1.1, 13.2.1.2, and 13.1.2.3, as more particularly set forth herein.

**WHEREAS**, The Kittery Town Council is authorized to enact this Ordinance, as specified in Section 2.07 (3) of the Town Charter and 30-A M.R.S. §3001, pursuant to its powers that authorize the town, under certain circumstances, to provide for the public health, safety and general welfare, not intending for this Ordinance to conflict with any existing state or federal laws; and

**WHEREAS**, the Town Council intends, through the adoption of this Ordinance, to correct internal reference errors from the 2010 recodification of the Town Code;

**NOW THEREFORE**, IN ACCORDANCE WITH TITLE 30-A, M.R.S. §3001, AND TOWN CHARTER SECTION 2.14:

**THE TOWN OF KITTERY HEREBY ORDAINS A REVISION TO TOWN CODE TITLE 13, CHAPTERS 13.1 AND 13.2, AS PRESENTED.**

**Approved as to form:** {NAME}, Town Attorney

**INTRODUCED** and read in a public session of the Town Council on the \_\_ day of \_\_\_\_\_, 20\_\_, by: \_\_\_\_\_ {NAME} Motion to approve by Councilor \_\_\_\_\_ {NAME}, as seconded by Councilor \_\_\_\_\_ {NAME} and passed by a vote of \_\_\_\_\_.

**THIS ORDINANCE IS DULY AND PROPERLY ORDAINED** by the Town Council of Kittery, Maine on the \_\_ day of \_\_\_\_\_, 20\_\_, \_\_\_\_\_ {NAME}, Chairperson

**Attest:** {NAME}, Town Clerk

**REVISION: Title 13 PUBLIC SERVICES**

**Chapter 13.1 SEWER SERVICE SYSTEM**

**Article I. In General**

**13.1.1.2 Penalty—Violator's Liability—Additional Remedies.**

A. Any person found to be violating any of the provisions of this chapter except Section 13.04.090.1.1.9 is to be served by the Town with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender must, within the period of time stated in such notice, permanently cease all violations.

**13.1.1.9 Damaging, Tampering with Equipment, etc., Prohibited.**

No person may maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is part of the wastewater facilities. Any person violating this provision is subject to arrest under charge of criminal mischief as set forth in Title 17-A, M.R.S. Chapter 33, §8060. Criminal Mischief.

**Chapter 13.2 SEWER IMPACT FEE**

**13.2.1 Sewer Impact Fee.**

**13.2.1 Sewer Impact Fee.**

**13.2.1.1 Time Payable.**

A sewer impact fee is due and payable by the property owner prior to the connection of any sewer line to the municipal sewage collection system, or upon the issuance of any plumbing permit for additional plumbing fixtures or change in use of any property already connected to the municipal sewage collection system. Said sewer impact fee is to be determined as provided in Subsection-subsection B-13.2.1.2 of this section. As used in this chapter the term "plumbing fixture" is as defined by the State of Maine Internal Plumbing Rules, Chapter 238, promulgated pursuant to 22 M.R.S. §42.

**13.2.1.2 Amount Determined.**

The sewer impact fee payable pursuant to subsection A-13.2.1.1 of this section is determined by multiplying the unit charge for the particular category(s) of property use as set forth in subsection C-13.2.1.3 of this section by the basic sewer impact fee of two thousand dollars (\$2,000.00) per unit charge.

**13.2.1.3 Categories of Use and Unit Charge.**

The following categories of property use carry the unit charge set forth herein to be used in the computation of the sewer impact fee as provided in subsection B-13.2.1.2 of this section:



**TOWN OF KITTERY**  
Office of the Town Clerk  
200 Rogers Road, Kittery, Maine 03904  
Telephone: (207) 475-1328 Fax: (207) 439-6806

**APPLICATION FOR VICTUALERS, INNKEEPERS,  
AND LODGING HOUSE OPERATORS LICENSE**

Applicant's name: Hobie's Grill, LLC  
(please print)

Residence Address: 34 Pinewood Dr. Stratham, NH  
(please print)

Applicant's mailing address if different from above: PO Box 23 N. Billerica, MA 01862

Applicant's Date of Birth: 3-25-62 Applicant's Home Telephone Number: 978-726-5355

Name of Business: Hobie's Grill  
(please print)

Business Address: Super Shoes<sup>US</sup> Rte 1, Kittery, ME  
(please print)

Business Telephone Number: 978-726-5355

SIGNATURE OF APPLICANT: Colette J. DATE: 12-12-13

APPLICANT'S NAME: Colette Fairman  
(please print)

LICENSE FEE: \$ 20.00

FIRST TIME APPLICATIONS: \$50.00  
RENEWAL OF LICENSE: \$25.00

PLEASE SUBMIT THIS FORM WITH THE APPROPRIATE FEE TO THE TOWN CLERK'S OFFICE

**Department of Public Safety  
Division**

**Liquor Licensing & Inspection**



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded. To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

**BUREAU USE ONLY**

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

**PRESENT LICENSE EXPIRES** 1-16-14

**INDICATE TYPE OF PRIVILEGE:** ☒ MALT ☒ SPIRITUOUS ☒ VINOUS

**INDICATE TYPE OF LICENSE:**

☒ RESTAURANT (Class I,II,III,IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL-OPTIONAL FOOD (Class I-A)

☐ HOTEL (Class I,II,III,IV)

☐ CLASS A LOUNGE (Class X)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ CLUB (Class V)

☐ GOLF CLUB (Class I,II,III,IV)

☐ TAVERN (Class IV)

☐ OTHER: \_\_\_\_\_

**REFER TO PAGE 3 FOR FEE SCHEDULE**

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

|   |  |  |  |   |  |  |  |
|---|--|--|--|---|--|--|--|
| <b>1. APPLICANT(S)</b> —(Sole Proprietor, Corporation, Limited Liability Co., etc.)<br><u>WEATHERWADE SEASFOODS</u> |  |  |  | <b>2. Business Name (D/B/A)</b><br><u>WEATHERWADE SEASFOODS</u> |  |  |  |
| DOB:  |  |  |  | DOB:  |  |  |  |
| DOB:  |  |  |  | Location (Street Address)<br><u>306 Mt I</u>                    |  |  |  |
| Address<br><u>31 BADGER'S ISLAND WEST</u>   |  |  |  | City/Town<br><u>KITTERY</u>                                     |  | State<br><u>ME</u>                           |  |
|   |  |  |  | Zip Code<br><u>03904</u>  |  |  |  |
| City/Town<br><u>KITTERY</u>   |  |  |  | State<br><u>ME</u>  |  | Zip Code<br><u>03904</u>                     |  |
| Telephone Number<br><u>439-0335</u>   |  |  |  | Fax Number<br><u>439-7754</u>                                   |  | Business Telephone Number<br><u>439-0330</u> |  |
| Federal I.D. #<br><u>521153451</u>  |  |  |  | Fax Number<br><u>439-7463</u>                                   |  | Seller Certificate #                         |  |

3. If premises are a hotel, indicate number of rooms available for transient guests: —

4. State amount of gross income from period of last license: ROOMS \$ — FOOD \$ 3,907,425 LIQUOR \$ 527,041

5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

complete Supplementary Questionnaire, If YES

6. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒

7. If manager is to be employed, give name: SEAN MELLOU

8. If business is NEW or under new ownership, indicate starting date: —

Requested inspection date: — Business hours: —

9. Business records are located at: 31 BADGER'S ISLAND WEST, KITTERY, ME 03904

10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

11. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married.  
Use a separate sheet of paper if necessary.

| Name in Full (Print Clearly) | DOB    | Place of Birth  |
|------------------------------|--------|-----------------|
| SEAN MASON                   | 7-6-71 | BATON ROUGE, LA |
|                              |        |                 |
|                              |        |                 |

Residence address on all of the above for previous 5 years (Limit answer to city & state)

YORK, ME

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?  
Yes ☐ No ☒ If Yes, give name: \_\_\_\_\_

15. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐

16. Does/do applicant(s) own the premises? Yes ☒ No ☐ If No give name and address of owner: \_\_\_\_\_

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) 2 one-story  
restaurant with 5 dining rooms

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?  
YES ☒ NO ☐ Applied for: \_\_\_\_\_

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 5 mi Which of the above is nearest? church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☒ NO ☐

If YES, give details: mortgage w/ TD BANK

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: YORK, ME on Nov 19, 20 13

Town/City, State

Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

SEAN MASON

Signature of Applicant or Corporate Officer(s)

STATE OF MAINE  
Liquor Licensing & Inspection Unit  
164 State House Station  
Augusta, Maine 04333-0164  
Tel: (207) 624-7220 Fax: (207) 287-3424

SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES AND  
LIMITED PARTNERSHIPS

1. Exact Corporate Name: WEATHERWAKE SEAFOODS, INC  
Business D/B/A Name: SAME  
2. Date of Incorporation: JULY 11, 1969  
3. State in which you are incorporated: MAINE  
4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine:  
\_\_\_\_\_  
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list percent of stock owned:

| Name             | Address Previous 5 Years                  | Birth Date | % of Stock | Title     |
|------------------|---|------------|------------|-----------|
| TERRY L. GAGNER  | 7 W. HALESBARK DR<br>KITTERY PT, ME 03905 | 5/3/84     | 74.25      | PRESIDENT |
| JANET A GAGNER   | " "                                       | 3/18/86    | 25.77      | CLERK     |
| WILLIAM A KURKUL | 5 GOLDER CREEK RD<br>ANDOVER, MA          | 7/11/53    | 1.004      | CEO       |

6. What is the amount of authorized stock? 10000 Outstanding Stock? 5004  
7. Is any principal officer of the corporation a law enforcement official? ( ) YES ☒ NO  
8. Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States? ( ) YES ☒ NO.  
9. If yes, please complete the following: Name: \_\_\_\_\_

Date of  
Conviction: \_\_\_\_\_ Offense: \_\_\_\_\_  
Location: \_\_\_\_\_ Disposition: \_\_\_\_\_  
Dated at: \_\_\_\_\_ On: \_\_\_\_\_  
City/Town Date

Signature of Duly Authorized Officer

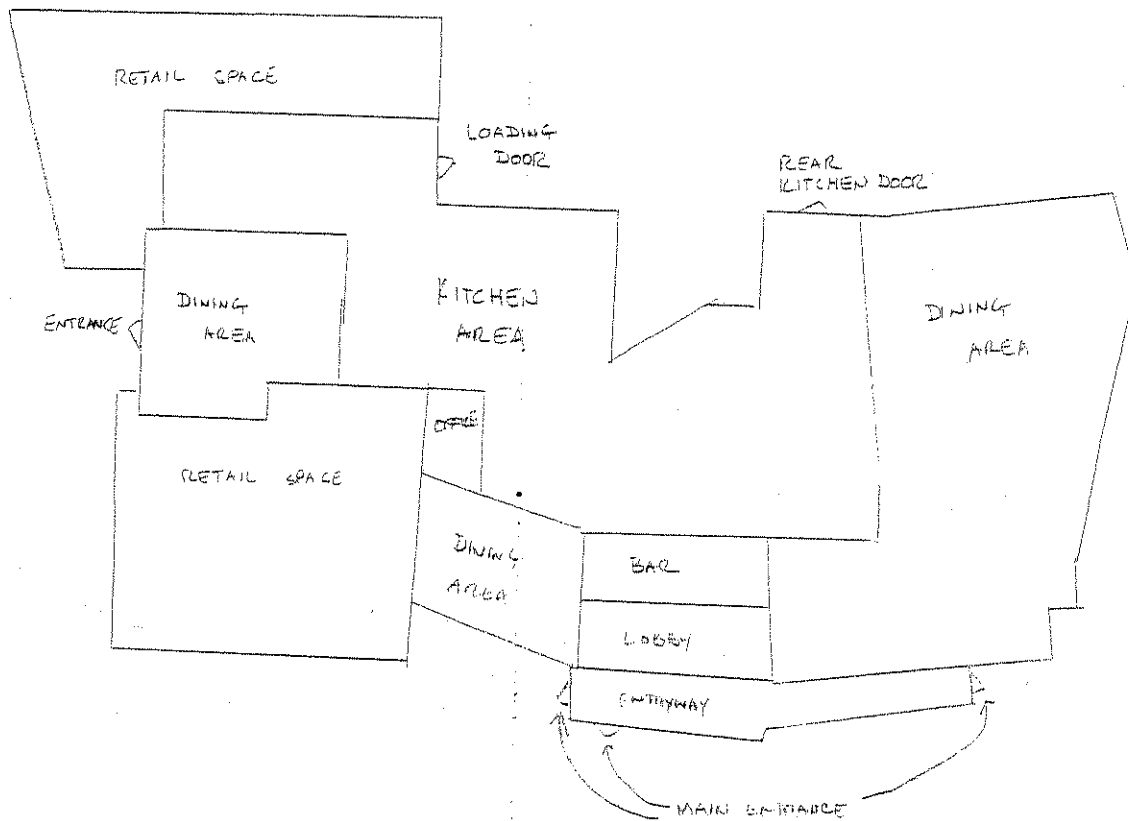
Date: NOV 19, 2013

TERRY GAGNER  
Print Name of Duly Authorized Officer



PREMISE DIAGRAM

KITTERY



Dated at: \_\_\_\_\_, Maine \_\_\_\_\_ SS  
City/Town (County)

On: \_\_\_\_\_  
Date

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

**NOTICE - SPECIAL ATTENTION**

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

- A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]  
B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]  
C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c589, §1 (amd).]

2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

- A. Conviction of the applicant of any Class A, Class B or Class C crime; [1987, c.45, Pt.A§4 (new).]
- B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
- C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
- D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
- E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
- F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c730, §27 (amd).]

3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

- A. [1993, c.730, §27 (rp).]

4. **No license to person who moved to obtain a license. (REPEALED)**

5. (TEXT EFFECTIVE 3/15/01) **Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.



# TOWN OF KITTERY, MAINE

## TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6806

### APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: DAVID LINCOLN

RESIDENCE: 100 SHEPARDS COVE RD H307, KITTERY ME 03904

MAILING (if different) \_\_\_\_\_

E-MAIL ADDRESS: dlincoln307@comcast.net PHONE #: 207-703-0457  
(Work) \_\_\_\_\_

**Please check your choices and list in order of priority by marking 1,2,3, etc.:**

- |  |   |
|--|---|
| <input type="checkbox"/> Board of Appeals                          | <input type="checkbox"/> Board of Assessment Review       |
| <input type="checkbox"/> Conservation Commission                   | <input type="checkbox"/> Mary Safford Wildes Trust        |
| <input type="checkbox"/> Comprehensive Plan Update Committee       | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> Recycling Scholarship Selection Committee | <input type="checkbox"/> Economic Development Committee   |
| <input checked="" type="checkbox"/> Parks Commission               | <input type="checkbox"/> Open Space Committee             |
| <input type="checkbox"/> Port Authority                            | <input type="checkbox"/> Planning Board                   |
| <input type="checkbox"/> Personnel Board                           | <input type="checkbox"/> Other _____                      |

EDUCATION/TRAINING: BA Tufts, MBA Harvard Biz

RELATED EXPERIENCE (Including other Boards and Commissions) Eco Dev Comm.  
York Budget Comm, Boston Port and Seamen's Aid Committee, Portsmouth Propeller Club, Tufts  
ROTC Advocates Comm

PRESENT EMPLOYMENT: RETIRED

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY ☒ Yes ☐ No

ANY KNOWN CONFLICT OF INTEREST: NONE

REASON FOR APPLICATION TO THIS BOARD: Feel I can make a difference in transparency  
financial planning and strategic purpose

I HAVE   /HAVE NOT ☒ ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION  
IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL  
ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

DAVID LINCOLN

SIGNATURE OF APPLICANT

June 16, 2013

DATE

## **Economic Development Committee Charge**

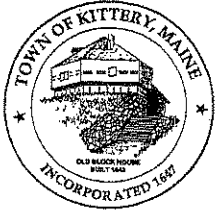
### **THE KITTERY TOWN COUNCIL:**

Hereby establishes the Kittery Economic Development Committee as follows:

1. The Committee consists of the following membership: Council – 3; business and industry representatives who are not resident voters may be appointed as non-voting members – 3; citizen at large representatives – 3; Ex Officio voting members are appointed as follows: Town Manager, Town Planner. The Committee is to elect Co-Chairs from the Business and Citizen members.
2. The Council wishes the Committee to establish and coordinate an economic development program for the Town as laid out at Attachment 1. The Committee may from time to time make recommendation to Council for revisions or amendments to its scope, authority, or other program requirements it deems necessary.
3. The Council allocates meeting space and some level of administrative support (e.g. copying) until the Committee submits a request and receives approval for necessary funding.
4. The Council wishes the Committee to submit periodic progress and status reports no less often than quarterly.
5. The Committee will hold its first meeting on DATE at TIME at Town Hall; elect the chairs and organize itself; meet as often as it determines necessary to complete its task; and, achieve the objectives laid out herein.
6. The Committee reports to the Council as a whole through its Chairs. It has no authority with members of municipal staff, except as it may be requested of, and directed by, the Town Manager.
7. The Committee stands dissolved on December 31<sup>st</sup>, 2013, unless its term is extended by the Council prior to that date.

### **1 Attachment**

Kittery Economic Development Committee



OFFICE OF THE TOWN CLERK  
**TOWN OF KITTERY, MAINE**

200 Rogers Road, Kittery, ME 03904  
Telephone: (207) 439-0452 Fax: (207) 439-6806  
website: [www.kittery.org](http://www.kittery.org)

DEC 09 2013  
BY: 12:15 pm

**APPLICATION FOR APPOINTMENT TO TOWN BOARDS**

NAME: GARY BEERS

RESIDENCE: 54 Lewis Rd, Kittery

MAILING (if different) \_\_\_\_\_

E-MAIL ADDRESS: gjb-pksvc@hotmail PHONE #: (Home) 207-451-0747 (Work) \_\_\_\_\_

**Please circle your choices and list in order of priority by marking 1,2,3, etc.:**

Board of Appeals  
Conservation Commission  
Economic Development Comm.  
Recycling Scholarship Selection Comm.  
Parks Commission  
Port Authority  
Personnel Board

Board of Assessment Review  
Mary Safford Wildes Trust  
Shellfish Conservation Committee  
Community Center Bldg. Comm./Rec. Comm.  
Open Space Committee  
Planning Board  
Other CIP Committee

EDUCATION/TRAINING: YES

RELATED EXPERIENCE (Including other Boards and Commissions) \_\_\_\_\_

Both Committees

PRESENT EMPLOYMENT: SELF

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY?: ☒ Yes ☐ No

ANY KNOWN CONFLICT OF INTEREST: NO

REASON FOR APPLICATION TO THIS BOARD: \_\_\_\_\_

I HAVE ☒ / HAVE NOT ☐ ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

Gary Beers  
SIGNATURE OF APPLICANT

12/4/13  
DATE

**Maine Department of Transportation**  
**Utility Location Permit Application**

Utility Job/W.O. No.  
1000506467

☒ 14 Day Permit by Rule (PBR)    ☐ 30 Day Permit by Rule (PBR)    ☐ Statutory Application    ☐ MaineDOT Project

**Applicant Information:**

Date: 11/23/2013

Utility Name: Central Maine Power

PBR #:: \_\_\_\_\_

Joint Utility: N/A

Joint PBR #:: \_\_\_\_\_

**Primary Contact Information:**

Name: Elaine Titherington

Phone: 4903042

Cell: 242-3803

Address: 438 Sanford Road

Email: Elaine.Titherington@cmpco.com

Town: Alfred

State: Maine

ZIP 04002

**Proposed Installation:**

***\*Please attach a Location Map and Sketch Plan\****

Town: Kittery

MaineDOT PIN (if applicable): Route 1

Type of Installation Proposed: Stub pole

Minimum Depth of Cover: N/A

(if applicable)

Maximum PSI: N/A

GPS Coordinates:

***\*Decimal Degrees\****

Latitude (ex: 44.3074199)

Longitude (ex: -69.7775613)

Starting Point: 43.126482

-70.711022

Ending Point: 43.127218

-70.709937

Comments: Installation 35/4 pole aerial guy stubbing pole

**Location Description:**

On Route 1 State Road, beginning at a point approximately 60'

Route #, I.R. # or Name shown on Location Map

Distance (including units - feet, meters)

Northerly

of

Intersection Adams Road & Route 1

and extending in a

Direction (North, Southwest...)

Ref. Point (Intersection of major road, Route Number, Town Line, Bridge)

Northerly

direction for a distance of

60'

Direction (i.e. Northerly, Southerly, Easterly or Westerly)

Distance (including units - i.e. feet, meters, etc...)

**Expected Construction Schedule:**

Start: N/A

Completion: N/A

Do you intend to provide public notice?\* ☐ Yes ☒ No:

\* Reference Public Notice Supplement

Date Published:

Name of Newspaper:

By signing this Application for Utility Location Permit, the undersigned hereby certifies: a) that he/she is a duly authorized employee and representative of the utility/entity identified above ("Applicant"); b) that the information provided herein is true and accurate; c) that the Application is understood to be for a limited period and that the Applicant, at its sole expense, may have to adjust, remove, or relocate its facilities in the future; and d) that the Applicant will maintain its facilities in accordance with MaineDOT's Utility Accommodation Rules (17-229 C.M.R. Chapter 205) and all other applicable laws.

Signature: \_\_\_\_\_

Printed Name Elaine Titherington

Title: Field Planner

**Joint Utility:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\* A copy of this application shall be sent to the applicable municipality in which the facility is proposed to be installed \*\*\*

Ver. 0806

Maine Department of Transportation  
Utility Location Permit Application

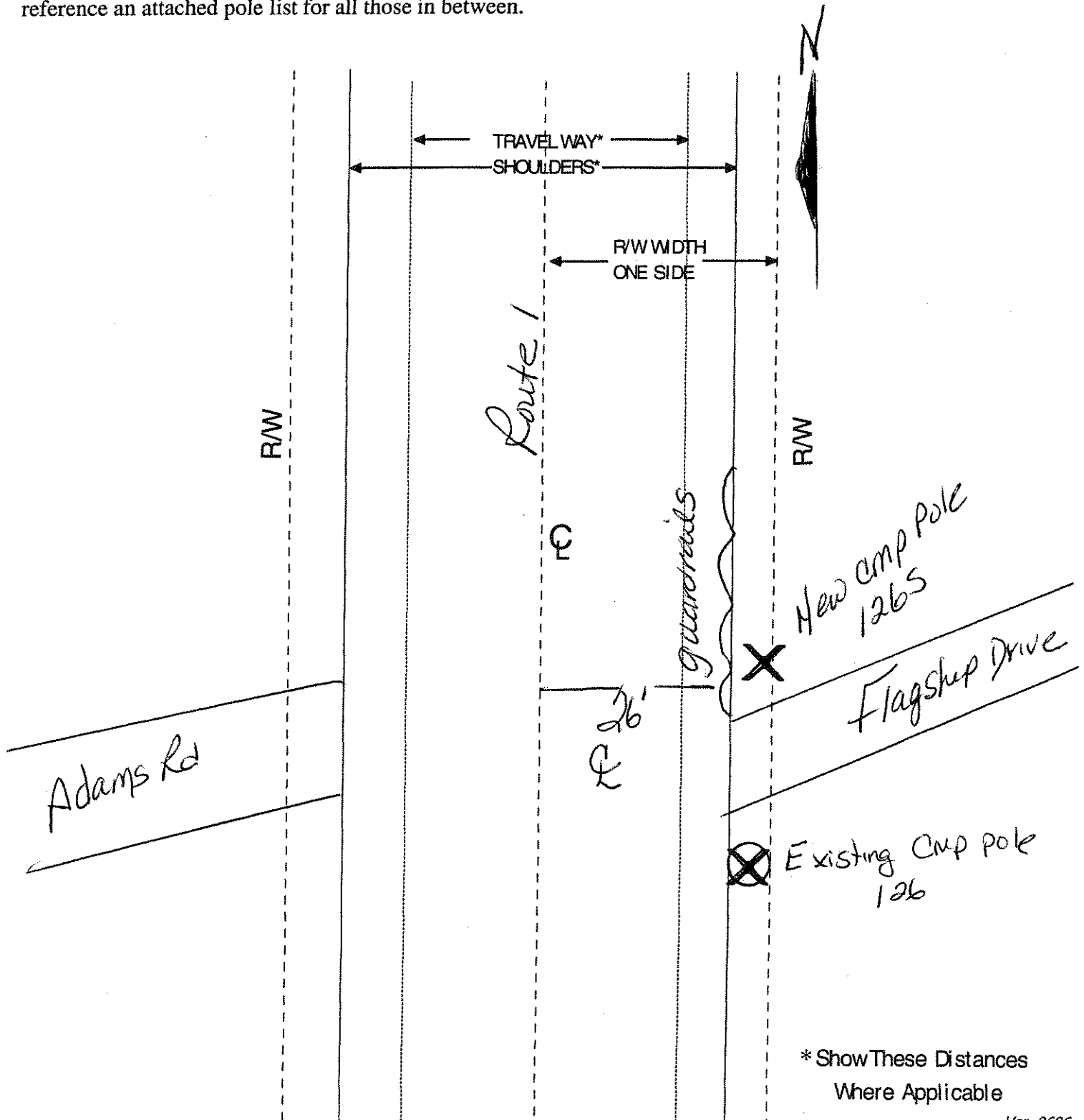
Utility:

Central Maine Power

Town:

Kittery

The purpose of this "Sketch Plan" is to show the location of the proposed facility in relation to the highway. This plan is not necessarily drawn to scale, however, all reference points, offset distances and lengths must be accurately indicated. Multiple utility pole installations associated with MaineDOT projects may indicate the first and last pole in relation to the reference point described on the first sheet (including the project stations) and then reference an attached pole list for all those in between.



ADDITIONAL PROCESS FOR SIGNIFICANT UTILITY INSTALLATIONS

Proposed installations involving **underground facilities of at least 492 feet in length or the installation of 25 or more utility poles** require evidence of coordination with at least one representative for every Utility have existing or proposed installations within the general location. See Section 5 – MaineDOT Utility Accommodation Policy.

| UTILITY AND NAME OF<br>UTILITY CONTACT | DATE OF<br>MEETING OR<br>CONVERSATION | PHONE<br>NUMBER | IDENTIFICATION OF ANY MAJOR CONCERNS AND HOW<br>EACH CONCERN WILL BE ADDRESSED. |
|--|---------------------------------------|-----------------|---|
|  |                                       |                 |   |
|  |                                       |                 |   |
|  |                                       |                 |   |
|  |                                       |                 |   |
|  |                                       |                 |   |



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kittery

Go

Save to PDF

HIDE &gt;&gt;

Legend

Data

Results

Drawings

Coordinate Information

Zoom Draw on Map

Latitude 43.127218

Longitude -70.709937

WGS 1984

Copy Latitude, Longitude to clipboard

Copy Longitude, Latitude to clipboard

**[WORK ZONE] CORNER OF RTE 1 & ADAMS RD & FLAGSHIP DRIVE**

Northbound I-95

ACCESS RD

ADAMS RD

WAKEFIELD

ROBERTSON LN

KITTERY

JEFFERSON LN

COOPER WAY

JACKSON RIDGE TER CARROLL WAY

BUTLER LN

W. BROWN LN

CONNER

WINDY HILL

2000 ft

**TOWN OF KITTERY**

**CONTRACT AMENDMENT NO. 3**

**TO**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**DATED JUNE 13, 2013**

**FOR**

**ENGINEERING SERVICES ASSOCIATED WITH CONSTRUCTION OF  
WASTEWATER INFRASTRUCTURE IMPROVEMENTS**

**DECEMBER 2013**

**KLEINFELDER NORTHEAST, INC.**

**Cambridge, Massachusetts  
Rocky Hill, Connecticut  
Manchester, New Hampshire  
Framingham, Massachusetts  
Augusta, Maine**

THIS THIRD AMENDMENT, made and entered into on the date hereinafter written, to the Agreement dated June 13, 2013, by and between the TOWN OF KITTERY, MAINE acting through its PURCHASING AGENT (hereinafter called the Client), and KLEINFELDER NORTHEAST, INC., with an address at 215 First Street, Cambridge, Massachusetts (hereinafter called KLEINFELDER).

WITNESSETH, that in consideration of the mutual agreements herein contained, the parties hereto agree to amend the referenced Agreement for Professional Services as follows:

**SECTION 3 - CHARACTER AND EXTENT OF PROFESSIONAL SERVICES**

Add the following to SECTION 3:

The scope of services for this Amendment, titled "Town of Kittery, Infrastructure Improvements, Construction Phase, Scope of Services", is attached as Exhibit A.

The scope of services will provide Client with professional engineering services associated with construction of wastewater infrastructure improvements as defined in the Sewer Department's 2013 Capital Improvement Plan (CIP), and as designed by KLEINFELDER.

**SECTION 4 - COMPENSATION:**

Add the following to SECTION 4:

The Client agrees to pay, and KLEINFELDER agrees to receive as full compensation for professional services under this Amendment, the following:

- C. Compensation for services under SECTION 3 of Amendment No. 3 shall be made on the basis of the lump sum amounts indicated below, which total Three Hundred Eighty Seven Thousand Nine Hundred Dollars (\$387,900). The breakdown of the total compensation is as follows:

| Task | Labor     | Expenses | Total     |
|------|-----------|----------|-----------|
| I.1  | \$26,500  | \$2,600  | \$29,100  |
| I.2  | \$55,500  | \$0      | \$55,500  |
| I.3  | \$16,700  | \$0      | \$16,700  |
| I.4  | \$25,000  | \$1,800  | \$26,800  |
| I.5  | \$25,200  | \$10,500 | \$35,700  |
| I.6  | \$23,200  | \$2,000  | \$25,200  |
| I.7  | \$10,700  | \$6,900  | \$17,600  |
| I.8  | \$23,100  | \$600    | \$23,700  |
| II   | \$112,600 | \$11,000 | \$123,600 |
| III  | \$21,200  | \$1,000  | \$22,200  |
| IV   | \$8,300   | \$3,500  | \$11,800  |
|      | \$348,000 | \$39,900 | \$387,900 |

**SECTION 6. TIME OF COMPLETION:**

Add the following to SECTION 6:

KLEINFELDER agrees to commence work under this Amendment immediately upon receipt of an executed copy of this Amendment. KLEINFELDER shall use its best efforts to perform all services under this Amendment as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The overall construction schedule will be largely dictated by the contractual times of completion contained in the construction contract documents.

The following Exhibit is attached to and made a part of this Amendment.

Exhibit A – “Town of Kittery, Infrastructure Improvements, Construction Phase, Scope of Services”

This Amendment (consisting of pages 1 to 3, inclusive), together with: the attached Exhibit A; the Original Agreement; and all prior Amendments, constitute the entire Agreement between the Client and KLEINFELDER, and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and KLEINFELDER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year herein below written.

APPROVED AS TO AVAILABILITY  
OF APPROPRIATION

TOWN OF KITTERY, MAINE  
By its PURCHASING AGENT

\_\_\_\_\_  
Town Accountant  
(Or other appropriate person)

By: \_\_\_\_\_

\_\_\_\_\_  
Date

KLEINFELDER NORTHEAST, INC.

*Mark Thompson*  
By: \_\_\_\_\_

December 16, 2013  
Date

EXHIBIT A

**TOWN OF KITTERY  
INFRASTRUCTURE IMPROVEMENTS  
CONSTRUCTION PHASE  
SCOPE OF SERVICES**

TASK I: CONSTRUCTION ADMINISTRATION (Two Construction Contracts)

1. Bidding Assistance

- A. Assist the TOWN in advertising and obtaining public bids for the construction contracts. Print up to ten (10) sets of plans and specifications for use by the TOWN and ENGINEER. Prepare up to 50 DVDs containing the bid documents and distribute them to prospective bidders, manufacturers, and suppliers.
- B. Respond to contractor inquiries for information during the bid phase, as necessary.
- C. Prepare for and conduct pre-bid meetings.
- D. Develop and distribute necessary Addenda.
- E. Attend the bid openings for the project.
- F. Tabulate the bids and assist the TOWN in evaluating bids.
- G. Review contractor qualifications and recommend award to the lowest qualified bidder.
- H. Assist the TOWN in preparing and submitting necessary documents required by the Department of Environmental Protection (DEP) for award of the construction contracts.
- I. Assist the TOWN in assembling the contracts for signature and award.
- J. One round of bidding is anticipated for each contract. Additional efforts required to re-bid the contract or to assist TOWN in addressing bid protests shall be justification for additional compensation.

2. General Construction Administration

- A. Provide general project management and administration throughout the project duration, including regular communications regarding all administrative, technical, and financial aspects of the project.
- B. Develop and provide monthly project status reports and engineering invoices.
- C. Develop and process contracts with sub-consultants.
- D. Review Contractors' CPM Schedule on a monthly basis and advise TOWN as to their progress.
- E. Serve as TOWN's liaison to DEP on project-related matters involving the agency.
- F. Review Contractor's monthly payment requests and make recommendations to the TOWN.

3. Financial Assistance

- A. Provide technical assistance and cash flow projections to TOWN'S financial advisor.
- B. Assist the TOWN with acquiring a long term loan from DEP and Maine Bond Bank, including development and submittal of a loan application.
- C. Develop and submit monthly loan drawdown requests to DEP on behalf of the TOWN.

4. Construction Coordination Meetings

- A. Conduct a pre-construction meeting at TOWN with the Contractors and all concerned parties to review contract requirements, scheduling, and logistics. Provide meeting minutes.
- B. Prepare for and attend monthly on-site construction progress meetings with the contractors and TOWN to review and discuss all aspects of the project.
- C. Conduct regular internal team progress/coordination meetings.

5. Shop Drawing and Submittal Reviews

- A. Review and take appropriate action in respect to shop drawings and submittals including review of samples, results of tests and inspections, and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review or other action shall not extend to each detail of the means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute material and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specification) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents. Up to two rounds of reviews of each shop drawing are assumed.
- B. Shop drawing tracking, processing, and management will be accomplished using the Submittal Exchange web based service ([www.submittalexchange.com](http://www.submittalexchange.com)).

6. Requests for Information (RFIs)

- A. Review and take appropriate action in respect to RFIs submitted by the Contractors. Request clarification where needed; review in relation to contract document requirements; develop design sketches; evaluate alternatives; make technical decisions; and provide direction to the contractors.
- B. Issue RFI related instructions to the Contractors, and issue necessary interpretations and clarifications of the Contract Documents.
- C. RFI tracking, processing, and management will be accomplished using the Submittal Exchange web based service.

7. Site Visits

- A. Conduct site visits by the technical disciplines as necessary to review and evaluate the progress and acceptability of the Contractor's work. Provide follow up, including site visit reports, and directives to the contractor. Visits will be conducted at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional, the progress and quality of the work of Contractors and to determine, in general, if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be responsible for the detailed means, methods, techniques, sequences or procedures of construction selected by Contractor or the safety



precautions and programs incidental to the work of Contractor. ENGINEER shall exercise due professional diligence and reasonable care to provide a greater degree of confidence that the completed work of Contractor will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor to perform the work in accordance with the Contract Documents. During such visits, and on the basis of on-site observations, ENGINEER shall endeavor to keep TOWN informed of the progress of the work, shall endeavor to guard TOWN against defects and deficiencies in such work and shall recommend the TOWN disapprove or reject work failing to conform to the Contract Documents.

8. Change Order Management

- A. Issue TOWN desired change directives to the Contractors to modify the scope of Contractor's work.
- B. Review, evaluate, act on, and provide recommendations to the TOWN on Contractor's requests for scope modification and additional compensation.
- C. Assist TOWN with negotiating credits due to changes in the work.
- D. Develop and manage all change order documentation.
- E. Process changes orders with DEP.

TASK II. RESIDENT PROJECT REPRESENTATION

- A. Provide Resident Project Representatives. A part time (up to 100 hours) Resident Engineer will be provided for the Pump Stations 6 and 8 construction contract and a full time Resident Engineer (up to 800 hours) will be provided for the Infrastructure Improvements construction contract, whose duties, responsibilities and limitations of authority are outlined below. The estimated level of effort includes the need for periodic overtime by the contractors.

General

- a. Resident Project Representatives are ENGINEER's Agents and shall act under the supervision of the ENGINEER's Project Manager. He shall confer with the ENGINEER's Project Manager regarding his actions. His dealings in matters pertaining to on-site work will be in general with the ENGINEER's Project Manager and the Contractor, keeping the TOWN advised as indicated below and as necessary. He shall generally communicate with TOWN with the knowledge of the ENGINEER's Project Manager.
- b. Resident Project Representative(s) assigned to the project shall be pre-approved by the TOWN.

Duties and Responsibilities

Resident Project Representative may include:

- a. Meetings: Attend progress meetings and other job conferences as required in consultation with the ENGINEER's Project Manager.

b. Liaison:

- i. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's designated on-site representative and assist him in understanding the intent of the Contract Documents. Assist the ENGINEER's Project Manager in serving as TOWN's liaison with Contractor.
- ii. Assist in obtaining from TOWN additional details of information when required at the job site for proper execution of the work.

c. Review of Work, Rejection of Defective Work, Inspections and Tests:

- i. Conduct on-site construction review of the work in progress, or as otherwise necessary, to determine to the best of his knowledge: (1) if work is proceeding in general accordance with the Contract Documents; and (2) that completed work is in substantial conformance with the Contract Documents. Reviews shall include periodically checking locations and elevations of the work utilizing survey data and information provided by the Contractor. Reviews shall in no way relieve the Contractor of the responsibility for constructing the project in accordance with the Contract Documents regarding horizontal and vertical alignment.
- ii. Report to the ENGINEER's Project Manager who, in turn, will notify the TOWN whenever any work is to the best of his knowledge and belief unsatisfactory, faulty or defective, or is not in substantial conformance with the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests, or approvals required to be made; and advise the ENGINEER's Project Manager when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection or approval. Record and advise the Contractor of work failing to meet the Contract requirements.
- iii. Verify that tests, equipment and system start-up and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the ENGINEER's Project Manager appropriate details relative to the test procedures and start-ups.

- d. Interpretation of Contract Documents: Transmit to Contractor clarification and interpretation of the Contract Documents as issued by the ENGINEER's Project Manager.
- e. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report them with recommendations to ENGINEER.
- f. Records:
  - i. Maintain at the job site orderly files for correspondence, reports of job conferences and sample submissions, reproduction of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarification and interpretations of the Contract Documents, progress reports and other project-related documents.
  - ii. Keep a diary or log book recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of principal visitors and representative of fabricators, manufacturers, supplier and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the ENGINEER's Project Manager.
  - iii. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of equipment and materials.
- g. Reports:
  - i. Furnish periodic reports as required of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawing submissions.
- h. Certificates, Maintenance and Operations Manuals: During the course of the work, verify that certificates, maintenance and operation manuals as appropriate and other data required to be assembled and furnished by Contractor(s) are applicable to the items actually installed and deliver this material to the ENGINEER's Project Manager for his review and forwarding to TOWN prior to final acceptance of the work.
- i. Completion:

- i. Before ENGINEER issues a Certificate of Substantial Completion, assist the ENGINEER's Project Manager in developing a list of observed items requiring correction or completion.
- ii. Conduct final review in the company of the ENGINEER's Project Manager, TOWN and Contractor and assist in preparation of a final list of items to be corrected.
- iii. Verify to the best of his knowledge that all items on final list have been completed or corrected and make recommendations to the ENGINEER's Project Manager concerning acceptance.

Limitations of Authority: Resident Project Representatives:

- a. Shall neither authorize any deviation from the Contract Documents nor approve any substitute materials or equipment unless authorized by the ENGINEER Project Manager.
- b. Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
- c. Shall not expedite work for the Contractor.
- d. Shall neither advise Contractor on nor issue directions to Contractor relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Shall neither advise Contractor nor issue to Contractor directions as to safety precautions and programs in connection with the work.
- f. Shall not authorize TOWN to occupy the project in whole or in part.
- g. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.
- h. Shall not exceed limitations on ENGINEER's authority as set forth in the Contract Documents.

TASK III. STARTUP ASSISTANCE AND PROJECT CLOSEOUT

- A. Schedule, coordinate, and assist in performance testing and start-up of equipment.
- B. Conduct reviews to determine if the Project is substantially complete and to determine if, to the best of ENGINEER's knowledge, the work has been completed in substantial conformance with the Contract Documents and the intent of the design and if Contractor

- has fulfilled all of his obligations thereunder, and recommend, in writing, final payment to Contractor(s) if the work is acceptable.
- C. Issue a Certificate of Substantial Completion.
  - D. Monitor the punch list(s) prepared by the Resident Project Representatives.
  - E. Issue a Certificate of Final Completion
  - F. Assist the TOWN with closing out the project both administratively and financially, including SRF related paperwork.

#### TASK IV. RECORD DRAWINGS

- A. Prepare Record Drawings for the contract. Record Drawings will reflect marked-up prints and drawings furnished by the Construction Contractors to ENGINEER. The information submitted by the Contractors and incorporated by ENGINEER into Record Drawings will be assumed to be reliable, and ENGINEER will not be responsible for the accuracy of this information. ENGINEER will be responsible for information acquired directly by ENGINEER or under his supervision. Provide electronic, mylar, and two (2) hard copies (one full size and one half size sets) of the documents to the TOWN.

**December 23, 2013**

**RESPONSIBLE INDIVIDUAL:** Norman Albert DPW, Michael Blake Harbor Master, Robert Melanson KPA, Peter Walsh DPW

**Subject: Funding for Bellamy Lane and Waterside Utilities: "BIG" project alternates #12-14 and #16-17**

**Executive Summary:**

On November 25, 2013 the Town Council approved the Pepperrell Pier project using the federally funded Boating Infrastructure Grant (BIG) for \$ 232,000 and a Town match of \$ 90,000. These funds are for the Base Bid to be awarded to Prock Marine.

**Statement of the Problem:**

The Town met with the Maine Department of Transportation, the granting authority, to discuss the bid award on Tuesday December 2, 2013. The conversation focused on the fact that the Base Bid covered waterside construction and the upland and waterside utility costs were bid as alternates. The Town reiterated the need to get the Bellamy Lane utilities relocated and the MDOT focused on the importance of funding the waterside utilities while emphasizing that funding for both was required for the Base Bid to be awarded.

**Proposed Solution:**

MDOT proposed that the Town pay for the Bellamy Lane work and that MDOT fully fund the waterside utilities Please see the attached budget proposal and timeline for more details. In sum, the Town is able to accomplish this work through the use of its own forces, which is estimated to save \$82,815 and will cause the State to provide an additional \$97,000 in funding towards the project.

**Rationale for Proposal:**

Prock Marine has bid \$ 97,000 for the waterside work which MDOT will fully fund. The DPW has proposed that they perform the Bellamy Lane work as an in kind match. Existing CIP funding for construction materials is proposed to be drawn from 3 allocations designated for the Port Authority – one specifically intended for the utility project (#4053 Pepperrell Cove Paving) and 2 others (#4054 Pepperrell Cove Wharf and #4055 Pepperrell Cove Equipment Reserve).

In the early spring of 2013, the representatives of all the departments were tasked with formulating an operating budget and thereafter a CIP document. The Port Authority desired to place a certain amount in this CIP program as a means of ensuring that older pieces of the Pepperrell Cove piers, equipment, ramps and floats could be sustained and improved upon absent an affirmative vote on the Boating Infrastructure Grant. The account number for this reserve was CIP #4055.

## Pepperrell Pier Project –

38 Since the adoption of the current CIP, the BIG grant has been approved which takes into  
39 account the replacing of the basic infrastructure at that locale. We propose a portion of this  
40 (\$20,185) be used.

41 Likewise, the Pepperrell Cove Wharf account (CIP #4054), funded at \$14,000, can be re-  
42 allocated due to the BIG award.

43

44 **Recommendation:**

45 The Town Council approve the Pepperrell Pier utilities work with the MDOT funding for  
46 Alternates #16-17 for the waterside and the Town fund Bellamy Lane as a match.

**Proposed Project Budget - BIG Alternates #12-14 and #16-17**

**Pepperell Cove Town Landing Infrastructure Grant**

|                               |           |                |
|-------------------------------|-----------|----------------|
| Prock Bid - Alternates #12-14 | \$        | 131,000        |
| Prock Bid - Alternates #16-17 | \$        | 97,000         |
| <b>Total</b>                  | <b>\$</b> | <b>228,000</b> |

| <b>Underground Utilities (Alt. 12-14) - "In-House" Proposal</b> | <b>Estimated Cost</b>   | <b>Estimated Cost w/o Hydrant</b> |
|---|-------------------------|-----------------------------------|
| Excavator Rental  | 10,200                  | 10,200                            |
| Electric - parts and labor (assumes aluminum wiring)            | 18,500                  | 18,500                            |
| Water Service from Pepperell to Bellamy                         | 5,300                   | 5,300                             |
| Water Service from Bellamy to Harbor Master Shed                | 2,000                   | 2,000                             |
| Sand to backfill (\$11/yd.)                                     | 900                     | 900                               |
| Pavement (\$75/ton)   | 5,000                   | 5,000                             |
| <b>TOTAL</b>  | <b>\$ 41,900</b>        | <b>\$ 41,900</b>                  |
| <i><b>PLUS FIRE HYDRANT (Alt. # 15)</b></i>                     | <i><b>\$ 20,000</b></i> |                                   |
| <i><b>plus 15% Contingency</b></i>                              | <i><b>\$ 9,285</b></i>  | <i><b>\$ 6,285</b></i>            |
| <b>GRAND TOTAL</b>  | <b>\$ 71,185</b>        | <b>\$ 48,185</b>                  |

**Source of Funds**

|                                       |                  |                  |
|---------------------------------------|------------------|------------------|
| CIP Pepperell Cove Paving (CIP #4503) | (14,000)         | (14,000)         |
| Funding Shortfall w/Hydrant           | <b>\$ 57,185</b> |                  |
| <b>Funding Shortfall w/o Hydrant</b>  |                  | <b>\$ 34,185</b> |

**Proposal for Needed Funding - Re-purpose CIP Appropriations**

|   |                    |
|---|--------------------|
| CIP Pepperell Cove Wharf (CIP #4054)                                | (14,000)           |
| CIP Port Authority Equipment Reserve (CIP #4055 - \$35,000 balance) | (20,185)           |
| <b>Total</b>  | <b>\$ (34,185)</b> |



## **DRAFT PROJECT TIMELINE: PEPPERELL PIER PROJECT**

- Award of the Contract on or before 01-03-2014
- Bonds, certificate of Insurance, executed Contract week ending 01-10-2014
- Notice to Proceed week ending 01-10-2014
- Submittals to Engineer week ending 01-17-2014
- Submittals Approved week ending 01-24-2014
- Order material week ending 01-24-2014
- Receive material for 80' Aluminum Ramp week ending 01-31-2014
- Build Aluminum Ramp complete week ending 02-28-2014
- Timber material arrives week ending 03-14-2014
- Build five floats 4 weeks complete week ending 04-11-2014
- Barge Mobilize week ending 03-28-2014
- Pier built, piles installed, Moorings installed, floats installed week ending 04-25-2014
- Demobilize Barge Week ending 05-02-2014, Project substantially complete
- Electrical Work for floats complete week ending 05-09-2014

**REPORT TO TOWN COUNCIL  
PROJECT CANOPY GRANT APPLICATION AND MATCH**

**For Meeting Date 12-23-2013**

**December 17, 2013**

**RESPONSIBLE INDIVIDUAL(s):** Russell B. White, Councilor  
Gerald Mylroie, AICP, Town Planner / Director of Town Planning and Development  
Norm Albert, Interim Public Works Commissioner

**SUBJECT: State of Maine Project Canopy Grant Application and Town Match**

**BACKGROUND:**

The State of Maine Forest Service has a Project Canopy grant program to enable tree planting and ongoing maintenance. Previously Kittery has received grants to plant trees at the Kittery Community Center at Frisbee Common and elsewhere in Town.

Staff proposes to submit an application for the maximum amount of \$8,000 with a required match of \$8,000 from in-kind labor services and/or private donations.

The trees will be planted in the right-of-way outside the Memorial Circle and in the adjacent Town rain garden per Town approved plan. (Sketch attached.)

**CURRENT SITUATION INVOLVING TOWN COUNCIL:**

To file the application, Town Council must approve the in-kind match amount.

**FISCAL IMPLICATION:**

\$8,000 in-kind labor service by currently budgeted Town planning and public works staff.

**RECOMMENDATION:** Move to authorize the Town Manager to submit an application to the State of Maine Forest Service for a Project Canopy grant in the amount of \$8,000 with an \$8,000 match from in-kind labor service by Town staff and/or private donations.

**Enclosures – Application**

**2013 PROJECT CANOPY ASSISTANCE  
TREE PLANTING AND MAINTENANCE**  
USDA FOREST SERVICE-URBAN AND COMMUNITY FORESTRY CFDA 10:675

Applicant (Entity Name): Town of Kittery Maine

\*Designated Representative: Gerald R. Mylroie, ACIP

Title: Town Planner / Director of Town Planning and Development

Address: 200 Rogers Road

Kittery, Maine 03904

Phone Number: 207-475-1307 Email Address: gmylroie@kitterymaine.org

Applicant's Federal Identification Number: 01-6000224

Previously Received Community Forestry Assistance Funding ☒ Yes ☐ No

Does your community have a comprehensive plan, which includes forestry? ☒ Yes ☐ No

Date certified by Department of Agriculture, Conservation, and Forestry: 2002

Short Project Title: Kittery Center / Memorial Circle - Project Canopy 2013

**Budget:**

(Refer to the Project Canopy Planting and Maintenance Grant guidelines)

| GRANT REQUEST                      |      |     |                 |            | LOCAL MATCH  |          |
|------------------------------------|------|-----|-----------------|------------|--|----------|
| Tree Species                       | Dia. | No. | \$/ tree        | Total cost | Matching Items   | \$ Value |
| Cleveland Bradford Pear            | 2    | 15  | \$300           | \$3,000    | Trees  |          |
| (Pyrus calleryana                  |      |     |                 |            | 1 Year Maintenance   | \$2,000  |
| ' Bradford'                        |      |     |                 |            | Mulch, supplies, other materials   |          |
| Red Maple Autumn Blaze             | 2    | 15  | \$300           | \$3,000    |  |          |
| or similar with 1 yr guarantee     |      |     |                 |            |  |          |
| <b>Other Reimbursable Costs</b>    |      |     | <b>\$ Value</b> |            | Labor - In Kind  | \$6,000  |
| Labor (pruning, planting, removal) |      |     |                 |            | Volunteer labor, administration, equipment<br>(hourly rate \$ <u>25</u> X #hrs <u>80</u> ) = |          |
|                                    |      |     |                 |            | (2 persons @ \$25 x 40 hrs = \$2,000   |          |
| Maintenance                        |      |     |                 |            | (1 machine operator at \$40 / hour x 100   |          |
| Mulch, supplies, other materials   |      |     | \$2,000         |            | hours = \$4,000  |          |
|                                    |      |     |                 |            | Admin ( 1 at \$30 x 20 hours) = \$600  | \$600    |
| <b>TOTAL GRANT REQUEST</b>         |      |     | \$8,000         |            | <b>TOTAL MATCH ( &gt; or = grant request)</b>  | \$8,600  |

Name of State Senator Senator Dawn Hill  
Name of State Representative Dean Ryerson

**Grant applications must include:**

(Refer to the Project Canopy Planting and Maintenance Grant guidelines)

- **Completed Application Form**
- **Narrative**
- **3-Year Maintenance Plan**
- **Project Map**
- **Letters of Support**

\*As designated representative of said applicant, I hereby agree to implement this project according to the attached cost and technical proposals and to abide by all local ordinances and restrictions that apply.

---

Signature

---

Date

\*\*As official representative of said applicant, I hereby authorize the project submitted for the proposed Project Canopy Grant.

---

Signature

---

Date

Please submit proposals in PDF format to the following e-mail: [jan.santerre@maine.gov](mailto:jan.santerre@maine.gov), **no later than 5 PM, December 2, 2013**. Required information for the proposal should not exceed five (5) pages (excluding budget tables), with a print font size of 12 preferred. Note: the proposal submission inbox can accept message up to 10 MB in size. Multiple messages per proposal may be submitted if necessary. Additional information such as maps, tables, and letter of support may be included in addition to the proposal.

\* Designated representative refers to the person authorized by the applicant to submit a grant application, sign documents and take necessary actions to undertake, direct and complete the approved project.

\*\*Official representative refers to the Mayor or Town Board Official for a municipality; a Superintendent or Principal for a school; and the Board Director or President in the case of a non-profit organization.

Note: Amount Eligible for Reimbursement is Limited to \$8,000.

## **Project Canopy Grant Application**

**Narrative:** (1-3 pages)

### **Kittery Maine and Forestry Program Goals**

Kittery is Maine's first town, incorporated in 1647. It is rich in history, quality of place including a Town Forest, and it is an economic driver in the State with approximately 4,000 employees at the Portsmouth Naval Shipyard and Coastal Route 1 Kittery Trading Post and Outlets Shopping area.

Kittery is in the process of updating a 2002 Maine certified Comprehensive Plan and is planning for Kittery 2020. Basic for this vision and plan are all goals of Maine Project Canopy and the US Forest Service. Kittery is committed to its goal to continue to protect and enhance its quality of place while providing economic improvement opportunity for its citizens.

This includes:

1. Continually developing and maintaining our active, long-term community forestry program and its management capacity to sustain and enhance our forests and trees and other natural resources. This includes planting and caring for existing trees as well as planting new trees as an integral part of the Town's overall sustainable forestry and community sustainability program.
2. Increasing public awareness about our forest /trees, their role and benefits for sustainability, conserving open space, and enhancing outdoor recreational opportunities.
3. Increasing partners with the business, educational and citizen groups to support and promote the program.
4. Advance the forestry and tree planting considerations and use of science based applications and tools in the Town's ongoing resource management program in the context of the Town's overall Comprehensive Plan for sustainability.

### **Project Proposal -**

#### **Kittery Center / Memorial Circle/ Rain Garden - Project Canopy 2013**

**Kittery's Project Canopy 2013 project is to plant approximately 30 new trees in the emerging new center of Kittery; Memorial Circle and the adjacent Rain Garden. Memorial Circle is a 300 feet diameter area within a traffic circle dedicated to the USS Thresher nuclear submarine's 129 sailors that gave their lives in a tragic accident on 10 April 1963. The lawn area is planted with eight trees around a 129 feet tall Memorial Flagpole. With Project Canopy assistance, additional trees will be planted in public rights-of-way across the street from, and around, the Memorial Circle.**

Narrative: (continued)

**Across the street from the Memorial Circle is the Town Rain Garden that also is across another street from the Town Hall. Again with Project Canopy assistance, trees will be planted in rows to frame views from Memorial Circle to Town Hall as well as views from a new Thresher Memorial Park adjacent to the Town Hall to the Memorial Flagpole.**

**The goal is to create a national class memorial area featuring not only the flag, but monuments and flowering trees in the spring and traditional autumn colors in the fall.**

Note: Again all trees are planted on public property with major public visibility around the Town's most used transportation corridor.

Kittery has long sought to upgrade and improve the center of town as a place to meet, gather, and celebrate. The Town Hall, Memorial Circle and the adjacent Memorial Park and Rain Garden will be that place. Now a tree-less streetscape around the Circle will be transformed into a beautiful tree-lined streetscape with the classic New England spring flowers and fall color trees planted in the landscape architectural tradition of a colonial village.

The overall and tree planting plan has been prepared, reviewed in public meetings and adopted by the Town's Planning Board.

#### **Project Contribution to Project Canopy and USDA Forest Service Goals:**

This Project Canopy tree planting project is part of our overall **goal to continue to improve and maintain our long-term community forestry program**. The planting of trees and caring for existing trees is an integral part of our tree management program to insure having a sustainable community. The program has been, and is, an ongoing excellent opportunity for the Town to increase tree cover, tree health, engage citizen volunteers, and build support for our community forestry program. This specific project will:

- ♦ **Improve community health and quality of life** – The trees will be planted in the most visible place in Town and have a huge positive environmental as well as aesthetic impact on the town center, neighborhood and travel corridor; a major roadway for the 3,000 employees traveling to, and from, the Naval Shipyard.
- ♦ **Provide buffer plantings** – The trees will naturally filter air and water, limit storm runoff, and stabilize soil. Again they will have a positive impact on water quality, aesthetics, and wildlife habitat.

Narrative (continued)

- ♦ **Enhance the town center, neighborhood and adjacent Kittery Center district.** The trees will draw not only residents, but tourists, to honor and support the USS Thresher Memorial Circle and those that gave their lives in service to the USA and the community.

Further, the project will **demonstrate the value of an overall forestry plan to preserve and protect rural forested areas as well as integrating tree plantings into the suburban/urban environment.**

#### **Project Value:**

This Project Canopy project is **critical to actually demonstrating results; the value of planning, community participation, partnership and awareness.**

Further the tree planting is **critical for our overall sustainability effort with all the environmental and quality of place benefits** not only to the site, but to the streetscape and neighborhood.

#### **Summary:**

In summary, the project:

1. **Meets and exceeds the goals of the Project Canopy and the USFS.**
2. **Helps support and build on the ongoing program to build a sustainable community forestry program.**
3. **Meets the critical need of the community.**
4. **Is only a second-time application for grant funds.**
5. **Has a realistic budget and timeline.**
6. **Has broad-based community support based on citizen involvement, partnerships between business, school, citizens and Town plan adoption.**
7. **Is consistent with the adopted Comprehensive Plan and forestry-related program.**
8. **Training was attended by Kittery's Town Planner, Gerald Mylroie.**

**So again this project is critical for the community and environment.**

**And funding is critical because without this grant there will be no trees planted.**

No funding is available.

Thank you for your consideration.

**Three-Year Maintenance Plan:****Kittery Project Management Three Year Maintenance Plan**

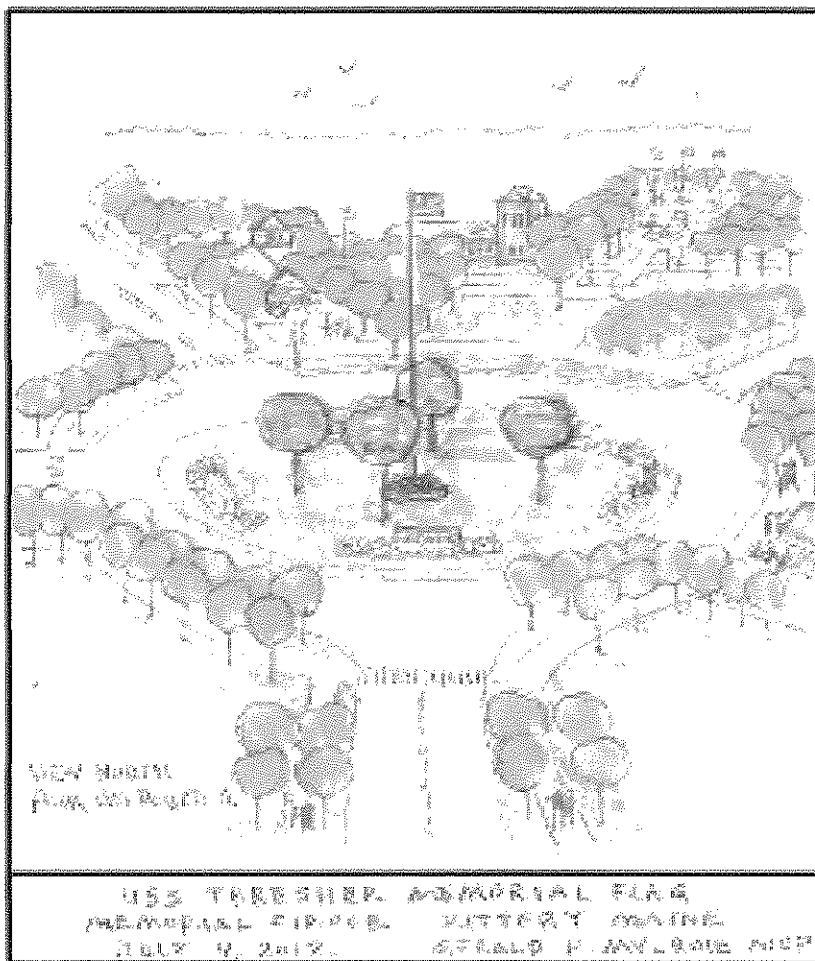
|        |   |
|--------|---|
| Year 1 | Tree planting, watering and stabilization. Town Public Works with Town arborist oversight.                                    |
| Year 2 | On-going maintenance, fertilization, pruning as may be required, Town arborist inspection and replacement as may be required. |
| Year 3 | same  |

**Project Map/Planting Locations:**

See map of the project area, clearly delineating planting locations.

Note: All trees are planted on Town owned property with major public visibility around the Town's most used transportation area.

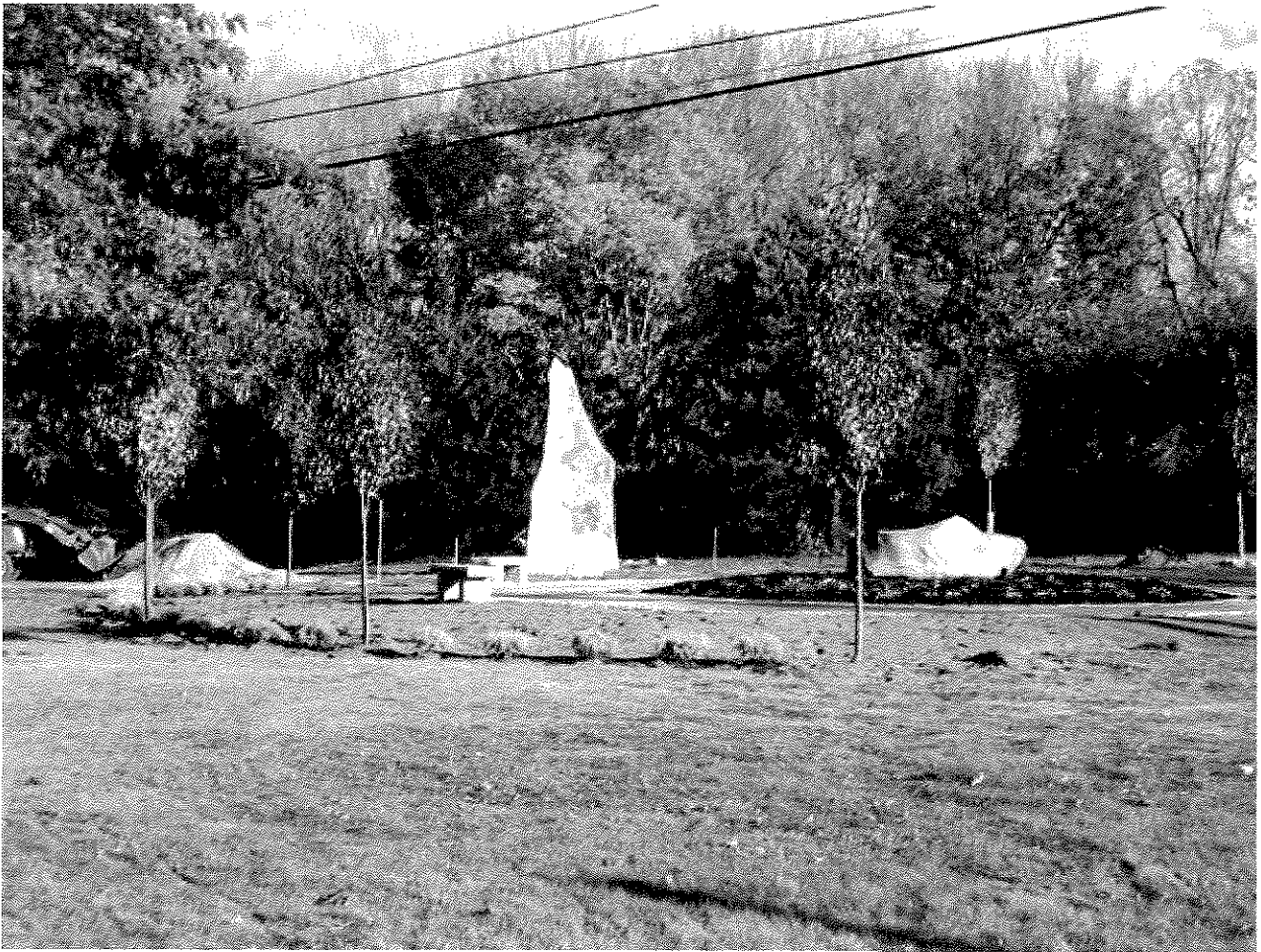


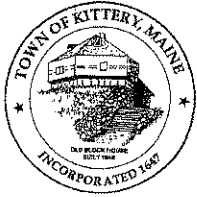




Kittery Memorial Circle USS Thresher Memorial Circle. (above)  
Also see [www.threshermemorialkittery.sharepoint.com](http://www.threshermemorialkittery.sharepoint.com)

Kittery Memorial Park adjacent to Town Hall. (below)





## ***Town of Kittery, Maine***

### ***Public Works Department***

***200 Rogers Road, Kittery, ME 03904***

***Phone: 207-439-0333 Fax: 207-439-6118***

***www.kittery.org***

December 1, 2013

To Whom It May Concern

This is to support the Town of Kittery Project Canopy grant request to plant trees in the Kittery Memorial Circle and Rain Garden area.

In-kind services will be performed by Town Public Works staff as well as provide ongoing tree maintenance and care.

If you have additional questions, please feel free to contact me at 207-439-0333.

Thank you for your consideration.

Sincerely,

Norman Albert, Interim Commissioner

Town Public Works Department

## Project Canopy Community Capacity Checklist



Please rate your community's capacity for urban and community forestry management. Put a check mark next to each capacity component that applies to your community.

1. Inventories and management plans:           <sup>x</sup>            
Community has a tree and forest management plan developed from professionally-based resource assessments and inventories.
2. Professional staff:           <sup>x</sup>            
Community employs or has written agreement with professional forestry staff who possess at least one of the following credentials: degree in forestry or related field, and ISA certified arborist or equivalent professional certification.
3. Tree care ordinance:           <sup>x</sup>            
Community has local ordinances or policies that focus on planting, protecting, and maintaining urban and community trees and forests.
4. Local advisory /advocacy organization:           <sup>x</sup>            
Community has local advocacy/advisory organizations such as active tree boards, commissions, or non-profit organizations that are formalized or chartered to advise and/or advocate for the planting, protection, and maintenance of urban and community trees and forests.



# TOWN OF KITTERY

Office of the Town Manager

200 Rogers Road, Kittery, ME 03904

Telephone: 207-475-1329 Fax: 207-439-6806

[ncolbertpuff@kitteryme.org](mailto:ncolbertpuff@kitteryme.org)

Nancy Colbert Puff  
Town Manager

## Town Manager's Report to the Town Council December 23, 2013

1. **John Paul Jones Park:** I have requested the State's assistance in the transfer of management and ownership of the park. I will continue to report on this item as this process unfolds.
2. **Distressed Property:** Code Enforcement Officer Heather Ross is pursuing a written response from the property owner with his specified plans and timeframe to secure and ultimately demolish this structure.
3. **Proposed Changes to Title 10 – Additional Information Requested:** At the Council's last session, it indefinitely postponed further consideration of the placement of stop signs in the Shapleigh School area and requested additional information prior to the Council taking future action. I spoke with the Police Chief, and he believes he will be able to fulfill this request in the spring, likely in an April-May timeframe.
4. **Pepperell Cove Town Landing "BIG" Project** – As I reported to Council on December 17<sup>th</sup>, we have been working to identify a way to complete the installation of underground utilities portion of this work using Town forces, as DOT has proposed to provide an additional \$97,000 of funding for Alternates #16 & 17 (Pier and Transient Float System Utilities and Pepperell Pier Lighting).

The attached report to Council estimates the cost for this work and proposes Council action to authorize use of existing CIP funding to perform this work.

5. **Wave Attenuation Grant Received** – We have received official notice that Kittery will receive a \$20,000 grant from the Shore and Harbor Planning program! This project is the first of its kind to be funded by the Maine Coastal Program.
6. **FEMA Flood Insurance Map Changes** – The draft changes to the FEMA maps are now available on Kittery's GIS – we will be posting instructions for interested property owners to view the changes on our homepage. Last week I "attended" (via the web) an informational meeting hosted by Pierce Atwood with Ransom Environmental which described in detail, the appeal process which is fast approaching.

There is a FEMA-hosted informational meeting scheduled for York County on January 8th. While we expect to gain additional insight into the map changes and the public appeal process than, we are already working to quantify the impact on Kittery property owners.

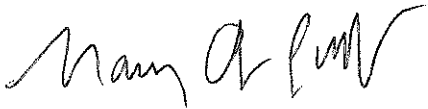
I understand that FEMA intends to advertise the start of a 90-day appeal period at the beginning of March.

These changes happen to coincide with proposed federal legislation entitled the "The Biggert-Waters Flood Insurance Reform Act of 2012," which proposes to remove long-standing federal subsidies from the National Flood Insurance Program (NFIP). Public concern over affordability caused members of Congress to introduce legislation to delay implementation of the act, but was recently rejected.

I will keep the Council informed on this issue as we gain a better understanding of how the Town is impacted.

If you have any questions or concerns prior to Monday's evening's meeting, please do not hesitate to contact me. Thank you.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Nancy Colbert Puff". The signature is fluid and cursive, with a large initial "N" and a stylized "Puff" at the end.

Nancy Colbert Puff